some of the notes, default was made and the property sold under the deed of trust to the plaintiff, who, upon the defendant's refusal to surrender possession, brought trespass to try title. *Held,* that the sale by the trustee executed the contract so that the plaintiff was entitled to his remedy. *Hall v. Edwards* (1920, Tex. Com. App.) 222 S. W. 167.

Before the sale by the trustee the plaintiff was without remedy. In cases of illegal leases or conditional sales some courts have allowed the lessor or the vendor to recover his goods upon non-payment. *Case v. Monk* (1913) 7 Ala. App. 419, 62 So. 268. Other courts have not allowed recovery. *Phillip Levy & Co. v. Davis* (1914) 115 Va. 814, 80 S. E. 791. But where the complete title has passed the cases are nearly uniform in not allowing the vendor to recover his property. *St. Louis, V. & T. H. Ry. v. Terre Haute & I. Ry.* (1892) 145 U. S. 393, 12 Sup. Ct. 953; *Roy v. Harvey Peak Tin Mine, Milling & Mfg. Co.* (1906) 21 S. D. 140, 110 N. W. 106. And this rule applies although the transferee has but partly performed. *Perkins v. Savage* (1836, N. Y. Sup. Ct.) 15 Wend. 412. In the instant case the conveyance to the vendee has been executed; and a second sale has taken place by the trustee to the plaintiff, after which the court will enforce the plaintiff's rights if such sale executes the contract. *St. Louis, V. & T. H. R. Co. v. Terre Haute & I. R. Co., supra.* The question, therefore, in the instant case is whether the contract has been executed by this second sale by the trustee before the plaintiff has regained possession from the vendee. Where a deed has been made to defraud creditors, the grantor remaining in possession, a majority of courts will not sustain the grantee's action of ejectment. *Harrison v. Hatcher* (1872) 44 Ga. 638; *Kirkpatrick v. Clark* (1890) 132 Ill. 342, 24 N. E. 71; *contra, Mosely v. Mosely* (1857) 15 N. Y. 334; *Raguet v. Roll* (1836) 7 Ohio, Part 2, 70. In the instant case the parties are reversed, and the original grantor is seeking relief; considerations of sentiment would aid the plaintiff, but decisions as to illegal contracts should be divorced of sentiment. *Cf. Deans v. McLendon* (1855) 30 Miss. 343. Courts differ as to when an illegal contract is executed, and therefore it seems likely that no uniformity of decision will result in cases raising this question.

CONTRACTS—UNCERTAINTY OF TERMS—PROMISE OF A "LIBERAL AND VERY SUBSTANTIAL BONUS."—The plaintiff brought an action on a contract by the terms of which the defendant promised to pay him $250.00 a month with "a liberal and very substantial bonus" in addition. The plaintiff was paid only the monthly salary, and he sought to recover 5 per cent. of the receipts as a bonus. *Held,* that the contract as to the bonus was so indefinite and uncertain as not to be enforceable. *McDonald v. Acker, Merrall & Condit Co.* (1920, App. Div.) 182 N. Y. Supp. 607.

Where no statement is made as to compensation for services, the law invokes the standard of reasonableness, and the fair value of the services is recoverable in an action on the contract. *Rowell v. Ross* (1913) 87 Conn. 157, 87 Atl. 355. If, however, the terms of the promise mention some remuneration, but do not indicate the specific compensation the promisee is to receive, and the words used exclude the supposition that reasonable remuneration is intended, no contract can arise. *Butler v. Kemmerer* (1907) 218 Pa. 242, 67 Atl. 332 (promise to divide profits on a liberal basis). But if a benefit is conferred in the honest, though mistaken, belief that such a promise is binding, a recovery will be allowed on a *quantum meruit. Bluemner v. Garvin* (1907) 120 App. Div. 29, 104 N. Y. Supp. 1009 (promise of a fair share of the profits). However, if the terms of a promise indicate that the promisee did not rely on it as a contractual obligation, but trusted to the fairness and liberality of the defendant, there is not only no contract, but no reliance on a supposed contract, and consequently no legal duty

on the defendant whatever. Woodward, *The Law of Quasi Contracts* (1913) sec. 65; 1 Williston, *Contracts* (1920) 82, note 53. It seems that the principal case falls under the last proposition named. The provision for a specific monthly salary excludes the probability that the bonus was intended as compensation and indicates that the plaintiff was relying on the defendant's fairness and liberality. This gives rise to only a moral obligation, and the principal case seems correct in refusing a recovery. However, if the plaintiff can show a custom that a certain percentage was usually paid as a bonus in those trades, and that the parties had such a custom in mind when entering into the agreement, then it is probable that a recovery would be allowed on the contract. See *Varney v. Ditmars* (1916) 217 N. Y. 223, 233, 111 N. E. 822, 826.

EQUITY—INJUNCTION—ERROR TO ENJOIN CASE ON APPEAL.—A lessor sued a tenant for rent due from a subtenant who remained in possession after the end of the term. Because of the small judgment, he appealed to the circuit court and simultaneously brought another action for later rent, but before either the appeal or the new case had been tried, the tenant perpetually enjoined him from bringing any more suits and also from further prosecuting the case pending an appeal. *Held,* that the chancellor erred in enjoining the lessor from proceeding with the appeal and should have only enjoined later actions until the termination of the first. *Kansas City Breweries Co. v. Markowitz* (1920, Mo. App.) 221 S. W. 398.

There is no authority for restraining an action at law in which all issues may be fully determined nor for enjoining a case on appeal. *Fraley & Carey v. Delmont* (1906) 110 App. Div. 468, 97 N. Y. Supp. 408; *Galey v. Montgomery Co.* (1910) 174 Ind. 181, 91 N. E. 593; Judicature Act (1873) 33 & 37 Vict. c. 66. But where a multiplicity of suits seems threatened, all may be enjoined but one. *Cuthbert v. Chauvet* (1891, Sup. Ct. Gen. T.) 14 N. Y. Supp. 385; 1 Pomeroy, *Equity Jurisprudence* (4th ed. 1918) sec. 254. And the discretion of the judge alone apparently decides which of the actions should proceed. See *Cuthbert v. Chauvet, supra,* at p. 386. By older and more prevalent practice an injunction would not be granted restraining successive legal actions unless the plaintiff in equity had previously successfully defended his case at law. *West v. Mayor of N. Y.* (1844, N. Y. Ch.) 10 Paige, 539; *Cleland v. Campbell* (1898) 78 Ill. App. 624. But by the more modern minority rule an injunction may issue before any suit at law has been brought. *Aimee Realty Co. v. Haller* (1907) 128 Mo. App. 66, 106 S. W. 588; see *Galveston etc. Ry. v. Dowe* (1888) 70 Tex. 5, 10, 7 S. W. 368, 370. But no general rule can be found. Each case rests upon its own merits and the prevention of multiplicity should not be considered more important than the adequacy of the legal remedy, or suppose all successive actions to be vexatious. *Pioneer Truck Co. v. Clark* (1919, Calif.) 186 Pac. 839; 1 Pomeroy, *Equity Jurisprudence* (4th ed. 1918) sec. 254 ff.; see *Hale v. Allinson* (1902) 188 U. S. 56, 77, 23 Sup. Ct. 244, 252. In every case of such an injunction it must be possible to determine the different suits by the settlement of one or more issues of law or of fact common to all. *St. Louis etc. Ry. Co. v. Woldert* (1914, Tex. Civ. App.) 162 S. W. 1174. The decision in the one suit may be a decision of all, *i. e.,* if a point of law. *Third Ave. R. R. Co. v. Mayor etc. of N. Y.* (1873) 54 N. Y. 159. The injunction, therefore, at the most, merely postpones the time of enforcement of the demands in issue. *Norfolk etc. Hosiery Co. v. Arnold* (1894) 143 N. Y. 265, 38 N. E. 271. The principal case seems sound, although its exercise of equitable jurisdiction is necessarily somewhat unusual, because of circumstantial limitations.

MUNICIPAL CORPORATIONS—LIABILITY FOR TORTS—DEFECT IN ORIGINAL PLAN OF HIGHWAY COMMISSIONER.—The plaintiff sought damages from the State Highway